

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**MARGARINE MANUFACTURING AWARD - SOUTHERN DIVISION 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Margarine Manufacturing Award - Southern Division 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Margarine Manufacturing Award - Southern Division 2003 as at 1 January 2011.

Dated 1 March 2011.

[L.S.] G.D. Savill  
Industrial Registrar

**MARGARINE MANUFACTURING AWARD - SOUTHERN DIVISION 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Margarine Manufacturing Award - Southern Division 2003.

**1.2 Arrangement**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement	1.2
Application of Award	1.3
Definitions	1.4
Operation of Award	1.5
Parties bound	1.6
<b>PART 2 - FLEXIBILITY</b>	
Enterprise flexibility	2.1
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	
Grievance and dispute settling procedure	3.1
Consultation	3.2
<b>PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Employment categories	4.1
Part-time employment	4.2
Two classes of work	4.3
Incidental and peripheral tasks	4.4
Lost time	4.5
Trainees	4.6
Anti-discrimination	4.7
Termination of employment	4.8
Introduction of changes	4.9
Redundancy	4.10

Subject Matter	Clause No.
Continuity of service - transfer of calling	4.11
<b>PART 5 - WAGES AND WAGE RELATED MATTERS</b>	
Classifications	5.1
Rates of pay	5.2
<b>PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK</b>	
Hours	6.1
Shift work	6.2
Rest pauses	6.3
Work on Sundays	6.4
Overtime	6.5
<b>PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS</b>	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7
<b>PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK</b>	
Early calls	8.1
<b>PART 9 - TRAINING AND RELATED MATTERS</b>	
Commitment to training and careers	9.1
<b>PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES</b>	
Accommodation	10.1
Heavy materials	10.2
Clothing and shoes	10.3
<b>PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS</b>	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Trade Union training leave	11.4

### **1.3 Application of award**

This Award will apply to all employers and employees engaged in the manufacturing and/or processing of margarine and/or the extraction and/or processing of vegetable oils in margarine factories in the Southern Division of the State of Queensland, that is, all that part of the State south of a line commencing at the junction of the sea-coast with 22 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State:

Provided always that, without limiting the generality of the term, "manufacturing and/or processing" will be deemed to mean and include all processes carried out in a margarine factory necessary to the production of a finished product suitable for marketing purposes.

### **1.4 Definitions**

1.4.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.4.2 "Adult Employee" means an employee 18 years of age and over or any other employee receiving not less than the minimum wage prescribed in clause 5.2 for Adult Employees.

- 1.4.3 "Casual Employee" means an employee engaged by the hour when the number of hours does not extend to 40 in any one week during which the employee is engaged.
- 1.4.4 "Commission" means the Queensland Industrial Relations Commission.
- 1.4.5 "Leading Hand" means any employee having supervision or direction of other employees.
- 1.4.6 "Shift Work" means work where more than one shift of not less than 8 hours per day is worked.
- 1.4.7 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees.

## **1.5 Operation of Award**

This Award will take effect and have the force of law from 12 May 2003.

## **1.6 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees and its members.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with the requirements of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settling procedure**

The matters to be dealt with in this procedure will include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified. Such procedures will apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee will in the first instance attempt to resolve the matter with the immediate supervisor, who will respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions listed in clause 3.1.2, the matter will, in the case of a member of the Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains

unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.

- 3.1.6 Whilst all of the above procedure is being followed, normal work will continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties will give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it will be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **3.2 Consultation**

- 3.2.1 The parties of this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.2.2 At each plant or enterprise, an employer, the employees and their Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union for consideration consistent with the objectives of clause 3.2 will be processed through the consultative mechanism and procedures.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Employment categories**

- 4.1.1 Employees (except casuals) covered by this Award will be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause 4.2); or
- (c) casual (as prescribed in clause 1.4.3).

### **4.2 Part-time employment**

- 4.2.1 A part-time employee is an employee who:
  - (a) is employed for not less than 15 hours per week and for not more than 32 ordinary hours per week; and
  - (b) is rostered for a minimum of 4 consecutive hours on any shift or day.
- 4.2.2 At the time of engagement the employer and the part-time employee will agree in writing on the number of ordinary hours worked each week.
- 4.2.3 The agreed number of ordinary hours per week will not be varied without the consent of the employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing.
- 4.2.4 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full time employees in clause 6.1.3.
- 4.2.5 All time worked outside the ordinary daily and weekly hours specified in the employee's roster will be overtime and paid for at the rates prescribed in clause 6.5 (Overtime).
- 4.2.6 A part-time employee employed under clause 4.2 must be paid for ordinary hours worked at the rate of 1/40th of the weekly rate prescribed for the class of work performed.

- 4.2.7 A part-time employee will receive proportionate pay and employment conditions to those of full-time employees.
- 4.2.8 Where a public holiday falls on a day upon which a part-time employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day. An employee's regular roster will not be altered to avoid this obligation.
- 4.2.9 Where an employee and the employer agree in writing, part-time employment may be converted to full-time, and vice-versa on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued Award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

### **4.3 Two classes of work**

An employee who is required to perform on any day work for which a higher rate of pay is prescribed shall be paid as follows:

- (a) If more than 4 hours on any day the higher rate for the whole of such day.
- (b) If 4 hours or less then payment of the higher rate for 4 hours.

### **4.4 Incidental and peripheral tasks**

- 4.4.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.4.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.4.3 Any direction issued by an employer pursuant to clauses 4.4.1 and 4.4.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4.5 Lost time**

The employer will not be compelled to pay for time lost as a result of a strike, flood, fire, or breakdown of machinery extending beyond the shift in progress when such breakdown or disruption takes place.

### **4.6 Trainees**

Trainees are engaged under this Award, except as varied from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

### **4.7 Anti-discrimination**

- 4.7.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999*, as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade Union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes.
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 4.7.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.7.4 Nothing in clause 4.7 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or

- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

## **4.8 Termination of employment**

### *4.8.1 Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

### *4.8.2 Termination by employer*

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

### *4.8.3 Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to one week.

### *4.8.4 Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

## **4.9 Introduction of changes**

### *4.9.1 Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job

tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.9.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **4.10 Redundancy**

#### 4.10.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 4.10.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.8.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.10.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of

- such transmission; and
- (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

- (b) In clause 4.10.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.10.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.



#### 4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.10.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.10.10 *Employees with less than one year's service*

Clause 4.10 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.10.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

#### **4.11 Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act, as amended from time to time.

### **PART 5 - WAGES AND WAGE RELATED MATTERS**

#### **5.1 Classifications**

5.1.1 *Operator Grade 1B* (Wage Group O1B/Relativity to Trade Equivalent 79%) - Will mean an employee without prior relevant experience employed to undertake induction training. Such training may include, but not be limited to quality control/assurance, conditions of employment, occupational health and safety, equal employment opportunity, training and career paths, and general aspects of the employer's business.

An employee at this level may perform such duties as may be necessary to facilitate a period of induction training.

5.1.2 *Operator Grade 1A* (Wage Group O1A/Relativity to Trade Equivalent 82%) - Will mean an employee having either relevant experience or having undergone approximately 40 hours of induction training as required of a Grade 1B employee.

An employee at this level performs routine duties to the level of their training:

- (a) performs general labouring, cleaning or process worker duties;
- (b) is engaged on single-step repetitive tasks;
- (c) works under direct supervision;
- (d) undertakes training to enable advancement to a higher level.

5.1.3 *Operator Grade 2* (Wage Group O2/Relativity to Trade Equivalent 87.4%) - Will mean an employee, having undertaken approximately 140 hours structured training or has equivalent experience so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of a Grade 1 employee and to the level of their training:

- (a) works under direct supervision either individually or in a team environment;
- (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (c) is capable of performing in full one of the "operations" as defined;
- (d) undertakes training to enable advancement to a higher level.

5.1.4 *Operator Grade 3* (Wage Group O3/Relativity to Trade Equivalent 92.4%) - Will mean an employee, having undertaken approximately 240 hours structured training or has equivalent experience so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of a Grade 2 employee and to the level of their training:

- (a) is responsible for the quality of their own work subject to routine supervision;
- (b) is able to assist one or more tradespersons in the provision of maintenance functions;
- (c) is capable of performing in full 2 of the "operations" as defined;

5.1.5 *Operator Grade 4* (Wage Group O4/Relativity to Trade Equivalent 96%) - Will mean an employee, having undertaken structured training beyond that of a Grade 3 employee or has equivalent experience so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of a Grade 3 employee and to the level of their training:

- (a) works individually under general supervision;
- (b) is responsible for ensuring the quality of their own work;
- (c) understands and applies quality control techniques;
- (d) exercises discretion within the scope of their grade;
- (e) is capable of performing in full 3 of the "operations" as defined.

5.1.6 *Operator Grade 5 (Wage Group 05/Trade Equivalent)* - Will mean an employee who has completed 2/3rds of a Certificate of Food Technology and has had sufficient relevant experience within the industry.

An employee at this level performs work above and beyond the skills of a Grade 4 employee and to the level of their training:

- (a) assists in the provision of on-the-job training to a limited degree;
- (b) is responsible for the quality of their own work;
- (c) performs work under limited supervision either individually or in a team environment;
- (d) is able to inspect products and/or material for conformity with established operational standards;
- (e) is capable of performing in full 4 or more of the "operations" as defined.

5.1.7 *Operator Grade 6 (Wage Group 06/Relativity to Trade Equivalent 105%)* - Will mean an employee who, while still being primarily engaged in the production process, applies the skills acquired through the successful completion of the Certificate of Food Technology in the production, distribution, or stores functions according to the needs of the enterprise.

An employee at this level works above and beyond a Grade 5 employee and to the level of their training:

- (a) understands and applies quality control techniques;
- (b) exercises good interpersonal and communication skills;
- (c) exercises discretion in the scope of this grade;
- (d) performs work under minimal supervision;
- (e) is able to perform and co-ordinate basic production scheduling;
- (f) understands and applies computer techniques as they apply to production process operations;
- (g) has a sound knowledge of the employers operations as it relates to the production process.

5.1.8 *Indicative hours of structured training* - For the purposes of the classification definitions contained in clause 5.1, the hours of structured training will be deemed to be cumulative from grade to grade (ie, training completed for competency at a lower level is counted for higher levels).

5.1.9 *Operation* - For the purposes of the classification definitions contained in clause 5.1, an operation will mean one or any of the following:

- Packing bay;
- Refinery plant;
- Carton store including raw and maintenance store and fork lift driving;
- Warehouse including aqueous phase preparation;
- Paling, bottling, remelt and winterization;
- Packaging assessment and fork lift driving;
- Sanitising the complete packing room;
- Tanker unloading, loading, remelt, cleaning (including bag wash);
- Site services and effluent;
- Security and gate keeping;
- Moisture room and aqueous phase preparation;
- Canteen and switchboard.

5.1.10 *Trainee/Laboratory Attendant (Wage Group L1/Relativity to Trade Equivalent 82%)* - Will mean an employee

without prior experience in a laboratory employed to undertake training towards progression to a Laboratory Assistant.

5.1.11 *Laboratory Assistant* (Wage Group L2/Relativity to Trade Equivalent 92.4%) - Will mean an employee having undergone either approximately 40 hours induction training or having relevant experience. Such an employee possesses the skills and knowledge appropriate to assist in a laboratory process.

An employee at this level performs duties to the level of their training:

- (a) washing of equipment;
- (b) quality assessor tests;
- (c) general clerical and related duties.

5.1.12 *Laboratory Technician Grade 1* (Wage Group L3/Trade Equivalent) - Will mean an employee possessing a relevant formal qualification.

An employee at this level is being trained to become fully proficient in one of the laboratory processes as defined.

5.1.13 *Laboratory Technician Grade 2* (Wage Group L4/Relativity to Trade Equivalent 105%) - Will mean an employee possessing relevant formal qualifications and either having undergone training as a Technician Grade 1 or having equivalent relevant experience.

An employee at this level is fully proficient in one of the laboratory processes as defined.

5.1.14 *Laboratory Technician Grade 3* (Wage Group L5/Relativity to Trade Equivalent 110%) - Will mean an employee possessing relevant formal qualifications and either having undergone training as a Technician Grade 2 or having equivalent relevant experience.

An employee at this level is fully proficient in any 2 of the laboratory processes as defined.

5.1.15 *Laboratory Technician Grade 4* (Wage Group L6/Relativity to Trade Equivalent 115%) - Will mean an employee possessing relevant formal qualifications and either having undergone training as a Technician Grade 3 or having equivalent relevant experience.

An employee at this level is fully proficient in any 3 or more of the laboratory processes as defined.

5.1.16 *Laboratory process* - For the purposes of the classification definitions contained in clause 5.1, a laboratory process will mean and include any one of the following:

- Quality control;
- Quality assurance;
- Analytical;
- Microbiological.

## 5.2 Rates of pay

5.2.1 The minimum rates payable to employees covered by this Award will be as follows:

	Weekly Rate
Operational Stream:	\$
Operator Grade 6	702.90
Operator Grade 5	682.00
Operator Grade 4	663.30
Operator Grade 3	648.30
Operator Grade 2	627.40
Operator Grade 1A	604.90
Operator Grade 1B	592.40
Laboratory Stream:	
Laboratory Technician Grade 4	742.60
Laboratory Technician Grade 3	723.70
Laboratory Technician Grade 2	702.90
Laboratory Technician Grade 1	682.00
Laboratory Assistant	648.30
Laboratory Attendant	604.90

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.2.2 *Junior employees* - The minimum rates of pay for junior employees will be ascertained by calculating the following percentages of the rate before prescribed for the appropriate classification of Adult Employees and adjusting the result to the nearest multiple of 10 cents with any result of 5 cents being taken up to the next 10 cent multiple:

Years of age	Percentage
Under 17 years	65
17 and under 18 years	75
Thereafter at the appropriate rate prescribed for Adult Employees	

5.2.3 *Casual employees* - The minimum rate payable to all employees engaged as casual labour will be 23% in addition to the hourly equivalent of their respective rate as classified.

5.2.4 *Leading hands* - An employee appointed as a Leading Hand in charge of other employees will be paid \$30.10 per week in addition to the ordinary rate of pay.

5.2.5 *First aid attendant* - An employee holding an approved first aid certificate who is appointed as a first aid attendant will be paid \$9.60 per week in addition to the ordinary rate of pay.

5.2.6 All wages, including overtime, will be paid on Friday in each week, unless mutually agreed otherwise, except in the case of casual hands, who will be paid within thirty minutes of their services being dispensed with.

5.2.7 *Meal money* - When an employee is called upon to work overtime in excess of one hour, the employee will be paid the sum of \$12.10 by the employer as meal money in addition to overtime payment for the time worked.

If an employee is notified on the previous day that the employee will be required to work overtime, and by reason of such notice has provided a meal, and such overtime is cancelled, the employee will be allowed the sum of \$12.10.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEK-END WORK**

### **6.1 Hours**

6.1.1 The ordinary weekly working hours will not exceed 40 in any one week or 8 in any one day, and will be worked between 7.30 a.m. and 5.30 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays:

Provided that hours outside those specified in clause 6.1.1 may be agreed upon in writing between the employer and the relevant officer of the Union.

6.1.2 *Meal time* - A period of not less than 30 minutes and not more than one hour will be allowed to day workers between noon and 2.00 p.m. each day from Monday to Friday, inclusive. No person will work more than 6 hours without a break for a meal. All work done during the recognised meal time will be paid at the rate of double time until the employee has been allowed time off for a meal.

6.1.3 Working hours will not be altered without the employees receiving one week's notice of the intention to make such alteration, except in cases of emergency.

### **6.2 Shift work**

6.2.1 The hours of shift workers will be fixed by agreement between the Union, the employer and employees concerned.

6.2.2 Where employees are working on night Shift Work, the ordinary working hours of any shift will not exceed 8 hours.

- 6.2.3 Shifts will where practicable be rostered so as to provide for a weekly change of shifts.
- 6.2.4 Shift workers will be allowed a break of not less than 30 minutes for the purposes of a crib, such time to be counted as time worked. The crib time will be commenced as near as practicable to the middle of the shift and in any event will be commenced not earlier than 3 1/2 hours after commencement of the shift and not later than 4 1/2 hours after such commencement. An employee will not be compelled to work more than 6 hours without a break for crib.
- 6.2.5 Employees on Shift Work will be paid an allowance as set out hereunder in addition to the rates of pay as prescribed:
- |                 |  |
|-----------------|--|
| Afternoon shift | 12.5% (or \$9.70 per shift whichever is greater) |
| Night shift     | 15% (or \$9.70 per shift whichever is greater)   |
- 6.2.6 Any employee called upon to work all night shifts permanently will be paid 25c per hour in addition to the foregoing rates.
- 6.2.7 Where continuous Shift Work is regularly performed, one and a-half times the ordinary rates will be paid from midnight Friday to midnight Sunday. All time worked over 8 hours in any shift during these periods will be paid for at double ordinary rates.
- 6.2.8 Where any provision is made under this Award for the night shift to start earlier than midnight on Sunday night for reasons of transport, such provisions will be continued and work done between the time of starting the night shift and midnight on Sunday will be deemed to be work done on Sunday.
- 6.2.9 Where a shift commenced not earlier than 11.00 p.m. on one day the whole shift for the purpose of this Award will be considered as falling in the following day.
- 6.2.10 All other provisions contained in this Award which conflict with the foregoing will be deemed to be of no effect.

### **6.3 Rest pauses**

- 6.3.1 Full-time employees will receive a rest pause of 10 minutes' duration in the first half and the second half of each day worked.
- 6.3.2 Casual Employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day will receive a rest pause of 10 minutes' duration. Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day will receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.
- 6.3.3 Rest pauses will be taken in the employer's time.
- 6.3.4 Rest pauses will be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.

### **6.4 Work on Sundays**

Except in the case of continuous or shift workers, employees required to work on Sunday will be paid for not less than 4 hours at the rate of double time.

### **6.5 Overtime**

- 6.5.1 All time worked outside the prescribed starting and ceasing times or in excess of 8 hours a day or 40 hours a week will be deemed to be overtime and, save as prescribed by clause 6.5.3, will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:
- Provided that employees who are required to commence working such overtime on a Saturday will be paid as for a minimum of 4 hours' work.
- 6.5.2 An employee recalled from home to work overtime, after having left the premises of the employer, will be paid a minimum of 4 hours at overtime rates.
- 6.5.3 For overtime worked in any calling in or in connection with which more than one shift per day is worked, employees will be paid at the rate of double time.
- 6.5.4 Employees will be entitled to a break of at least 8 consecutive hours between the time of ceasing overtime work and the time of re-commencing ordinary working hours. Where the break is given there will be no deduction of

pay in the event of ordinary working hours occurring during such break:

Provided that clause 6.5.4 will not apply where overtime not exceeding 8 hours is worked immediately prior to the commencement of ordinary working hours.

6.5.5 *Tea interval* - Except where mutually agreed otherwise by the employee concerned and the employer when overtime is continued for more than one hour after the usual finishing time not less than one half hour will be granted for tea interval after the first hour worked.

Where a further 4 hours' overtime is worked, the employee will be allowed a crib break of 45 minutes' duration which will be counted as time worked.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 Every employee (other than a Casual Employee) covered by this Award shall at the end of each year of their employment be entitled to annual leave on full pay as follows:

- (a) Not less than 200 hours (5 weeks) if employed on Shift Work where 3 shifts per day are worked over a period of 7 days per week; and
- (b) Not less than 160 hours (4 weeks) in any other case.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.6) shall be paid for by the employer in advance:

- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, the employee's pay, calculated in accordance with clause 7.1.6, for 160 hours (4 weeks) or 200 hours (5 weeks) as the case may be and also their ordinary time rate of pay for any public holiday occurring during such period of 160 hours (4 weeks) or 200 hours (5 weeks).

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment if they are an employee to whom clause 7.1.1(a) applies, and 1/12th of their pay for the period of their employment if they are an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.6.

7.1.5 Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken.

7.1.6 *Calculation of annual leave pay:*

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) *Shift workers* - Subject to clause 7.1.6(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) *Leading hands, etc.* - Subject to clause 7.1.6(c), Leading Hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) *All employees* - Subject to the provisions of clause 7.1.6(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) The employee's ordinary wage rate as prescribed by this Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);

- (ii) Leading Hand allowance or amounts of a like nature;
  - (iii) A further amount calculated at the rate of 17.5 per cent of the amounts referred to in clauses 7.1.6(a) and 7.1.6(b)
- (d) Clause 7.1.6(c) does not apply to the following:
- (i) any period or periods of leave exceeding:
    - 200 hours (5 weeks) in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
    - 160 hours (4 weeks) in any other case.
  - (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.7 *Close-down periods* - An employer may close down the plant or a section or sections thereof for the purpose of allowing leave to all or the bulk or the employees in the plant or section or sections concerned, in accordance with the provisions hereunder:

- (a) The employer may, by giving not less than one month's notice of the intention so to do, stand off for the duration of the close-down all employees in the plant or section or sections concerned and allow to each employee who is not then qualified for the full period of annual leave as prescribed in clause 7.1.1, paid leave, on the basis of 1/9th of their ordinary earnings taken over the period of continuous service computed at their ordinary rate of pay at the time of the close-down period if an employee to whom clause 7.1.1(a) applies.
- (b) In the event of an employer closing down the plant for the purpose of the taking of annual leave, any employees who are not entitled to the full period of annual leave will be:
  - (i) Found work for any part of the close-down period for which they are not entitled to receive an annual leave payment, or
  - (ii) In the event of the employer not being able to gainfully employ such employees during this period, the employer may stand-down such employees in accordance with the provisions of clause 7.1.7(a) for such part of the close-down period for which they are not entitled to payment and for which they cannot be gainfully employed.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 40 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 8 hours' sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave will be cumulative, but unless the employer and employee otherwise agree, no employee will be entitled to receive, and no employer will be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

### *7.2.2 Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### *7.2.3 Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give their employer a doctor's certificate, or other reasonably acceptable evidence to the employer's satisfaction, about the nature and approximate



duration of the illness.

#### 7.2.4 *Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

#### 7.2.5 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

### **7.3 Bereavement leave**

7.3.1 Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia is entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

#### 7.3.2 *Long-term casual employees*

- (a) A long-term Casual Employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term Casual Employee" is a Casual Employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

#### 7.3.3 *"Immediate family" includes:*

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

#### 7.3.4 *Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.3.5 An employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's spouse, father or mother, and where such employee travels outside of Australia to attend the funeral.

### **7.4 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

### **7.5 Family leave**

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

#### 7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;

(b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

(a) Maternity leave

(b) Parental leave

(c) Adoption leave

(d) Special responsibility leave for the care and support of the employee's immediate family or household.

## **7.6 Public holidays**

7.6.1 Subject to clause 7.6.7 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

### *7.6.2 Labour Day*

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

### *7.6.3 Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

### *7.6.4 Double time and a-half*

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

### *7.6.5 Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

### *7.6.6 Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employee's ordinary time rate of pay.

### *7.6.7 Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas day (i.e. 25 December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.6.6 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

## **7.7 Jury service**

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **8.1 Early calls**

Where employees are called upon to commence overtime work between midnight and 6 a.m. they will be reimbursed any out of pocket expenses actually incurred through having to use other than their normal means of transport.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Commitment to training and careers**

The parties commit themselves to continuing and upgrading the training provided to employees.

It is agreed that the parties will co-operate in ensuring that this is maintained and improved.

This training will form the basis of an enhanced career structure in the industry.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 Accommodation**

Employees will be provided with reasonable accommodating in which to change their clothes and have their meals, and also proper facilities for washing themselves, and hot water will be provided at meal times.

### **10.2 Heavy materials**

No employee will be permitted to lift, carry or move anything so heavy as to be likely to cause risk or injury and no employee will be permitted to lift, carry or move anything of greater weight than as specified hereunder:

Rigid or compact body Kgs	Non-rigid or bulky body Kgs
7.25	5.5

in those cases where such lifting constitutes a continuous operation.

### **10.3 Clothing and shoes**

10.3.1 *Boot allowance* - Employees who are not supplied with boots by the employer free of charge will be paid an allowance of \$2.20 per week in lieu.

10.3.2 *Clothing and laundry* - Suitable overalls, aprons, and caps will, where required, be supplied and laundered by the employer:

Provided that where the employer does not launder such clothing, the employee will be paid an allowance of \$4.20 per week.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

- (a) An "Authorised Industrial Officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows the authorisation upon request:
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the authorised industrial officer's Union; or

- (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that the employee does not want the record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the authorised industrial officer's Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the authorised industrial officer's Union, during non-working time.

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's Award classification;
- (b) the employer's full name;
- (c) the name of the Award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund

11.2.2 *The time and wages record must also contain:*

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department

of Industrial Relations, in accordance with section 371 of the Act; or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union encouragement**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of an organisation of employees that has the right to represent the industrial interests of the employees concerned.

#### *11.3.1 Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies will provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by the employee.

The document provided by the employer will also identify the existence of a Union encouragement clause in this Award.

#### *11.3.2 Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer will not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### *11.3.3 Deduction of Union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

### **11.4 Trade Union training leave**

A Union delegate or duly elected or appointed union representative shall, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the union and employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union or specific training courses approved by the Union. The scope, content and level of such courses or seminars shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

Other courses mutually agreed between a Union party to this Award and an employer, or employers, may be included under clause 11.4.

Any written application by a Union seeking release of a delegate or representative to attend a course will include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.

For the purposes of clause 11.4 "ordinary pay" will mean the ordinary time earnings paid to the employee exclusive of any allowances, penalty rates or travelling time and fares.

The granting of such leave will be subject to the following conditions:

11.4.1 The employee must have at least 12 months' continuous service with the employer prior to such leave being granted and be the elected Union delegate/representative.

11.4.2 Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:

Where the employer employs between 10 - 50 employees	1
Where the employer employs between 51-100 employees	2
Where the employer employs over 100 employees	4

11.4.3 Where an employer has more than one place of employment in Queensland then the maximum number of employees entitled to attend a course at the same time will be 2. This will not prevent an employer from agreeing to release additional employees.

11.4.4 The granting of such leave will be subject to the convenience of the employer so that the operations of the Enterprise will not be adversely affected.

Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it will be processed in accordance with the Dispute Settling Procedure contained in this Award.

11.4.5 In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee.

11.4.6 Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's day off in a 19 day month working arrangement, or with any other concessional leave.

11.4.7 Such paid leave will not affect other leave granted to employees under this Award.

11.4.8 On completion of the course the employee will, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

Dated 13 March 2003.

By the Commission,  
[L.S.] E. EWALD,  
Industrial Registrar.

Operative Date: 12 May 2003